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FORT LAUDERDALE CITY COMMISSION  
JANUARY 23, 2002**

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**MINUTES OF A REGULAR MEETING  
CITY COMMISSION  
FORT LAUDERDALE, FLORIDA  
January 23, 2002**

Meeting was called to order at 6:20 P.M. by Mayor Naugle on the above date, City Commission Meeting Room.

Roll call showed:

Present: Commissioner Tim Smith  
Commissioner Carlton B. Moore  
Commissioner Cindi Hutchinson  
Commissioner Gloria Katz  
Mayor Jim Naugle

Absent: None

Also Present:	City Manager	F. T. Johnson
	City Attorney	Dennis E. Lyles
	City Clerk	Lucy Masliah
	Sergeant At Arms	Sergeant D. Lewis

Invocation was offered by *Reverend Dr. Keith L. Riddle*, First Presbyterian Church.

Pledge of Allegiance to the Flag.

**Motion** made by Commissioner Smith and seconded by Commissioner Moore that the agenda and minutes of the meeting as shown below be approved:

Regular Meeting      January 8, 2002

Roll call showed: YEAS: Commissioners Hutchinson, Katz, Smith, Moore and Mayor Naugle.  
NAYS: none.

Note: All items were presented by Mayor Naugle unless otherwise shown, and all those desiring to be heard were heard. Items discussed are identified by the agenda number for reference. Items not on the agenda carry the description "OB" (Other Business).

**Presentations** ..... (OB)

1.    Expressions of Sympathy

Mayor Naugle presented an Expression of Sympathy, on behalf of the City Commission, to the family of *Jean Caldwell*.

2. Community Appearance Board's WOW Award

Commissioner Katz presented the Community Appearance Board's WOW Award to:

**Mary and Frank Meynarez**  
2943 Northeast 20th Street (Coral Ridge)

Commissioner Katz announced that the landscaping of the home uses native material to enhance the architecture and provided a nice flow to the entrance. She presented Mr. and Mrs. Meynarez with a \$50 gift certificate, compliments of Lennar Homes and AMAR Hardware, and a certificate of appreciation from the City Commission for being this month's WOW Award winner.

3. Annual Recycling Incentive Awards

Commissioner Hutchinson presented the Annual Recycling Incentive Awards, as follows:

Sunset Civic Association	\$2,304
Lake Ridge Residents Association	1,824
South Middle River Civic Association	1,632
Lauderdale Manors Homeowners Association	1,632
Croissant Park Civic Association	1,104
Tarpon River Civic Association	1,056
Poinsettia Heights Civic Association	864
Edgewood Civic Association	672
The Landings Residential Association	432
Poinciana Park Civic Association	336
River Oaks Civic Association	144
Victoria Park Civic Association	48

Commissioner Hutchinson congratulated all the homeowners' associations that had participated in the Annual Recycling Program.

4. Children's Home Society of Florida's 100<sup>th</sup> Birthday Celebration Month

Commissioner Katz read aloud and presented a Proclamation declaring January, 2002 as "*Children's Home Society of Florida's 100<sup>th</sup> Birthday Celebration*" in the City of Fort Lauderdale. *Ms. Annie Luther*, Executive Director, accepted the Proclamation on behalf of the Children's Home Society of Florida.

5. Broward County Multi-Ethnic Month

Commissioner Moore read aloud and presented a Proclamation declaring January, 2002 as "Broward County Multi-Ethnic Month" in the City of Fort Lauderdale. *Mr. Roland Foulkes*, Vice-Chair, accepted the proclamation on behalf of the Broward County Multi-Ethnic Advisory Board.

Mayor Naugle announced that **Item Nos. M-9 and M-15** had been deleted from the Consent Agenda and would not be considered this evening.

**Consent Agenda ..... (CA)**

The following items were listed on the agenda for approval as recommended. The City Manager reviewed each item and observations were made as shown. The following statement was read:

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion; if discussion on an item is desired by any City Commissioner or member of the public, however, that item may be removed from the Consent Agenda and considered separately.

**Event Agreement – 2<sup>nd</sup> Annual Soap Box Derby ..... (M-1)**

A motion authorizing the proper City officials to execute an Insurance, Indemnification, and Hold Harmless Agreement with the **YMCA of Broward County** to indemnify, protect, and hold harmless the City from any liability in connection with the **2<sup>nd</sup> Annual Soap Box Derby** to be held **Saturday, March 2, 2002 from 6:30 a.m. to 5:00 p.m.**; and further authorizing the closing of S.E. 3 Avenue from the south side of the bridge over the New River to S.E. 7 Street, from 4:00 a.m. to 9:00 p.m.

**Recommend:** Motion to approve.

**Exhibit:** Memo No. 02-45 from City Manager.

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**Event Agreement – Riverfront Superbowl Party ..... (M-2)**

A motion authorizing the proper City officials to execute an Insurance, Indemnification, and Hold Harmless Agreement with **Las Olas Riverfront Associates** to indemnify, protect, and hold harmless the City from any liability in connection with the **Riverfront Superbowl Party** to be held **Sunday, February 3, 2002 from 5:00 p.m. to 11:00 p.m.**; and further authorizing the closing of S.W. 1 Avenue from S.W. 2 Street south to the alley between Las Olas Riverfront and One River Plaza, from 11:00 a.m. February 3, 2002 to 5:00 a.m. Monday, February 4, 2002.

**Recommend:** Motion to approve.

**Exhibit:** Memo No. 02-44 from City Manager.

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**Event Agreement – Sistrunk Historical Parade ..... (M-3)**

A motion authorizing the proper City officials to execute an Insurance, Indemnification, and Hold Harmless Agreement with the **Sistrunk Historical Festival Inc.** to indemnify, protect, and hold harmless the City from any liability in connection with the **Sistrunk Historical Parade** to be held **Saturday, February 2, 2002 from 9:00 a.m. to 12:30 p.m.**; and further authorizing the closing of the following portion of the parade route that is located within the city limits: Sistrunk Boulevard from N.W. 24 Avenue east to N.W. 7 Avenue, from 6:30 a.m. to 3:00 p.m.

**Recommend:** Motion to approve.

**Exhibit:** Memo No. 02-46 from City Manager.

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**First Amendment to Agreement –  
Robert S. Walters, AIA, Design of Cancer Survivors Plaza – Holiday Park ..... (M-4)**

A motion authorizing the proper City officials to execute an amendment to the agreement with Robert S. Walters, AIA for master planning, design and engineering consulting services for the Cancer Survivors Plaza, and changing the proposed location for Cancer Survivors Plaza from D. C. Alexander Park to Holiday Park.

**Recommend:** Motion to approve.  
**Exhibit:** Memo No. 02-49 from City Manager.

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**Broward County Challenge Grant Agreement – Bayview Park Improvements..... (M-5)**

A motion authorizing the proper City officials to execute an agreement with Broward County to accept Challenge Grant Program funding in the amount of \$500,000 for construction of Bayview Park improvements.

**Recommend:** Motion to approve.  
**Exhibit:** Memo No. 02-47 from City Manager.

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**Broward County Challenge Grant Agreement – Riverside Park Improvements ..... (M-6)**

A motion authorizing the proper City officials to execute an agreement with Broward County to accept Challenge Grant Program funding in the amount of \$441,370 for construction of Riverside Park improvements.

**Recommend:** Motion to approve.  
**Exhibit:** Memo No. 02-48 from City Manager.

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**Reimbursement of Costs – Florida East Coast Railway  
Company (FEC) – Reconstruction of N.E. 3 Avenue Railroad Crossing ..... (M-7)**

A motion authorizing the payment of \$49,126.81 to FEC as the City's share of the N.E. 3 Avenue railroad rehabilitation.

**Recommend:** Motion to approve.  
**Exhibit:** Memo No. 02-16 from City Manager.

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**Use Agreement – Gulfstream Sailing Club Marine Industries  
Association of South Florida (MIASF) 2002 Fort Lauderdale Gulfstream Regatta ..... (M-8)**

A motion authorizing the proper City officials to execute an agreement with the Gulfstream Sailing Club for use of the S.E. 15 Street boat ramp facility for the Gulfstream Sailing Club MIASF 2002 Fort Lauderdale Gulfstream Regatta.

**Recommend:** Motion to approve.  
**Exhibit:** Memo No. 02-58 from City Manager.

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**Nonprofit Acquisition and Improvement Loan (NAIL) – Northwest Boys and Girls Club, Nan Knox Unit – 832 N.W. 2 Street..... (M-9)**

A motion authorizing the proper City officials to approve a nonprofit acquisition and improvement loan (NAIL) for the Northwest Boys and Girls Club, Nan Knox Unit, located at 832 N.W. 2 Street, in the amount of \$341,062.50.

**Recommend:** Motion to approve.  
**Exhibit:** Memo No. 02-76 from City Manager.

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**Subordination of Enterprise Zone Loan – McKinley Financial Services, Inc. .... (M-10)**

A motion authorizing the subordination of an Enterprise Zone (EZ) Loan in the amount of \$212,600 to third position for McKinley Financial Services, Inc., for property located 545-551 North Andrews Avenue.

**Recommend:** Motion to approve.  
**Exhibit:** Memo No. 02-80 from City Manager.

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**Contract Award – MCO Environmental, Inc. – Neighborhood Capital Improvement Projects (NCIP) 10316 and 10321 – Lake-Aire Entranceway Features and Dillard Park Crosswalk Improvements ..... (M-11)**

A motion authorizing the proper City officials to execute an agreement with MCO Environmental, Inc. for \$74,208.07 for the construction of two NCIP projects as follows: Lake-Aire entranceway features and Dillard Park brick paver crosswalk improvements.

**Funds:** See Bid Tabs

**Recommend:** Motion to approve.  
**Exhibit:** Memo No. 01-1907 from City Manager.

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**FY 2001/2002 Business Capital Improvement Program (BCIP) Projects ..... (M-12)**

A motion authorizing the recommended BCIP projects for Fiscal Year 2001/2002.

**Recommend:** Motion to approve.  
**Exhibit:** Memo No. 01-1947 from City Manager.

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**National Urban Fellowship, Inc. Program Sponsorship ..... (M-13)**

A motion authorizing the proper City officials to approve a sponsorship in the National Urban Fellowship, Inc. Program.

**Funds:** See Memo

**Recommend:** Motion to approve.  
**Exhibit:** Memo No. 02-99 from City Manager.

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**Use of Law Enforcement Trust Funds (LETf) –  
Purchase of Colt AR-15 Rifles ..... (M-14)**

A motion authorizing the use of \$25,000 from the LETf to purchase twenty (20) Colt AR-15 rifles for the Police Department.

**Funds:** See Memo

**Recommend:** Motion to approve.

**Exhibit:** Memo No. 01-1803 from City Manager.

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**Agreement – BankAtlantic - Direct Cash/Job Growth Incentive ..... (M-15)**

A motion authorizing the proper City officials to execute an agreement with BankAtlantic as part of the direct cash/job growth incentive. (This item was deleted from the January 8, 2002 Agenda)

**Recommend:** Motion to approve.

**Exhibit:** Memo No. 02-84 from City Manager.

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**Event - Household Hazardous Waste Collection ..... (M-16)**

A motion authorizing the City's hosting of a household hazardous waste collection event by the Public Services Department Sanitation Division and Broward County Recycling and Contract Administration Division to be held Sunday, April 14, 2002 from 8:00 a.m. to 3:00 p.m. at 101 North Andrews Avenue (heliport site).

**Recommend:** Motion to approve.

**Exhibit:** Memo No. 02-13 from City Manager.

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**Extension of Agreement –  
Recreational Design and Construction, Inc. (RDC) –  
Project 9988 – General Design/Build Services for Small Projects ..... (M-17)**

A motion authorizing the proper City officials to execute a two-year extension of agreement with RDC to provide design/build services for small projects in the City.

**Recommend:** Motion to approve.

**Exhibit:** Memo No. 02-17 from City Manager.

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**Amendment to Task Order No. 1 – Woolpert, LLP –  
Project 414A – Geographic Information Systems (GIS)  
Utility Mapping and Data Conversion Services ..... (M-18)**

A motion authorizing the proper City officials to execute an amendment to Task Order No. 1 with Woolpert, LLP in the amount of \$347,711 for the GIS utility mapping and data conversion services project.

**Funds:** See Memo

**Recommend:** Motion to approve.

**Exhibit:** Memo No. 02-62 from City Manager.

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**Task Order No. 2 – CH2M Hill, Inc. –  
Project 10365 – Temporary Program Management Office for  
Water and Wastewater Master Plan Capital Improvement Program (CIP) ..... (M-19)**

A motion authorizing the proper City officials to execute Task Order No. 2 with CH2M Hill, Inc. in the amount of \$264,291 to provide a Water and Wastewater Master Plan CIP program management office at 2000 North Andrews Avenue for the 2002 calendar year. (Also see Item M-20 on this Agenda)

**Funds:** See Memo

**Recommend:** Motion to approve.

**Exhibit:** Memo No. 02-64 from City Manager.

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**Task Order No. 3 – CH2M Hill, Inc. –  
Project 10444 – Program Management Services for  
Water and Wastewater Master Plan Capital Improvement Program (CIP) ..... (M-20)**

A motion authorizing the proper City officials to execute Task Order No. 3 with CH2M Hill, Inc. in the amount of \$5,467,000 to provide program management services related to the Water and Wastewater Master Plan CIP for 2002 . (Also see Item M-19 on this Agenda)

**Funds:** See Memo

**Recommend:** Motion to approve.

**Exhibit:** Memo No. 02-65 from City Manager.

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**Change Order No. 5 – Recreational Design and Construction, Inc. (RDC) – Project 15170 – Croissant Park Aquatic Center ..... (M-21)**

A motion authorizing the proper City officials to execute Change Order No. 5 with RDC in the amount of \$48,000 to add a new building, decking and security lighting to the complex for the Croissant Park Aquatic Center.

**Funds:** See Change Order

**Recommend:** Motion to approve.

**Exhibit:** Memo No. 02-22 from City Manager.

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**Assignment of Lease from Frank Winer (d/b/a Moe's Sandwich Shop) to Matthew and Mark Peebles for Shop 108/112, City Park Mall ..... (M-22)**

A motion authorizing the proper City officials to consent to an assignment of lease for Shop 108/112 at City Park Mall from Frank Winer (d/b/a Moe's Sandwich Shop) to Matthew and Mark Peebles.

**Recommend:** Motion to approve.

**Exhibit:** Memo No. 02-18 from City Manager.

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**Sanitary Sewer Agreement – Home Depot, Inc. (McDonalds Restaurant) ..... (M-23)**

A motion authorizing the proper City officials to execute a sanitary sewer agreement with Home Depot, Inc. to allow connection to the existing wastewater collection system located on N.E. 4 Avenue and the Flagler Drive intersection, for wastewater service for a proposed McDonalds Restaurant.

**Recommend:** Motion to approve.

**Exhibit:** Memo No. 02-69 from City Manager.

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**Sanitary Sewer Agreement – Lee Williams Apartments, Phase 2 ..... (M-24)**

A motion authorizing the proper City officials to execute a sanitary sewer agreement with Lee Williams Apartments, Phase 2, to allow for a new two-inch force main connection to the two-inch force at the intersection of S.W. 2 Court and S.W. 11 Avenue.

**Recommend:** Motion to approve.

**Exhibit:** Memo No. 02-70 from City Manager.

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**Sanitary Sewer Agreement – River Oaks Villas, Inc. ..... (M-25)**

A motion authorizing the proper City officials to execute a sanitary sewer agreement with River Oaks Villas, Inc. to allow connection to the existing wastewater system located on S.W. 15 Avenue at S.W. 23 Street.

**Recommend:** Motion to approve.

**Exhibit:** Memo No. 02-68 from City Manager.

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## **PURCHASING AGENDA**

### **Proprietary – Management In-Basket Exercises**

**(Pur-1)**

An agreement to purchase various management in-basket exercises is being presented for approval by the Administrative Services, Human Resources Division.

Low Responsible Bidders: Management & Personnel Systems, Inc.  
Walnut Creek, CA  
Amount: \$ 20,000.00 (estimated)  
Bids Solicited/Rec'd: N/A  
Exhibits: Memorandum No. 02-37 from City Manager

The Procurement and Materials Management Division reviewed this item and supports the recommendation to approve the proprietary purchase.

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### **Bid 722-8603 – Palm Frond Collection/Las Olas Isles**

**(Pur-2)**

One-year contract for palm frond collection services at Las Olas Isles is being presented for approval by the Public Services, Sanitation Division.

Low Responsible Bidder: Southern Sanitation  
Pompano Beach, FL  
Amount: \$ 28,656.00 (estimated)  
Bids Solicited/Rec'd: 36/4 with 2 no bids  
Exhibits: Memorandum No. 02-12 from City Manager

The Procurement and Materials Management Division recommends award to the low responsive and responsible bidder.

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### **Bid 622-8604 – Elevator Maintenance Services**

**(Pur-3)**

Two-year contract for elevator maintenance services is being presented for approval by the Public Services Department.

Low Responsible Bidder: Thyssenkrupp Elevator  
Pompano Beach, FL  
Amount: \$ 18,688.00 (annual total)  
Bids Solicited/Rec'd: 7/1 with 1 no bid  
Exhibits: Memorandum No. 02-35 from City Manager

The Procurement and Materials Management Division recommends award to the single responsive and responsible bidder.

---

**Bid 612-8457 – Lime Sludge Disposal/Expenditure Increase****(Pur-4)**

An agreement to increase expenditure for lime sludge disposal (Peele-Dixie) is being presented for approval by the Public Services Department.

Low Responsible Bidder: DRD Enterprises, Inc. of Davie  
Plantation, FL  
Amount: \$ 36,000.00  
Bids Solicited/Rec'd: N/A  
Exhibits: Memorandum No. 02-3 from City Manager

The Procurement and Materials Management Division reviewed this item and supports the recommendation to approve the additional expenditure.

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**State – One Sedan****(Pur-5)**

An agreement to purchase one sedan is being presented for approval by the Administrative Services, Fleet Services Division.

Low Responsible Bidders: Garber Chevrolet, Inc.  
Green Cove Springs, FL  
Amount: \$ 11,244.00  
Bids Solicited/Rec'd: N/A  
Exhibits: Memorandum No. 02-40 from City Manager

The Procurement and Materials Management Division recommends award from the Florida State contract.

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**Bid 522-8623/Proprietary – GIS Software for various Applications****(Pur-6)**

An agreement to purchase various software for geographic information systems (GIS) applications is being presented for approval by the Administrative Services, Information Technology Division.

Low Responsible Bidders: International Development Advisory Services,  
Inc. (IDAS)  
Miami, FL  
Environmental Systems Research Institute, Inc.  
Redlands, CA  
Amount: \$ 103,689.94  
Bids Solicited/Rec'd: 53/10 with 4 no bids  
Exhibits: Memorandum No. 02-31 from City Manager

The Procurement and Materials Management Division reviewed this item and supports the recommendation to award to the low responsive and responsible bidder and approve additional proprietary purchase.

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**Bid 612-8505 – Temporary Lab Technician/Expenditure Increase**

**(Pur-7)**

An agreement to increase expenditure for temporary lab technician is being presented for approval by the Public Services Department.

Low Responsible Bidder: Lab Support  
Hollywood, FL  
Amount: \$ 25,000.00  
Bids Solicited/Rec'd: 9/4  
Exhibits: Memorandum No. 02-2 from City Manager

The Procurement and Materials Management Division reviewed this item and supports the recommendation to approve the additional expenditure.

---

**Proprietary – Radio Annual Purchase Plan**

**(Pur-8)**

An agreement to purchase various Motorola and EF Johnson radios, parts and services for the annual purchase plan is being presented for approval by the Administrative Services, Information Technology Division.

Low Responsible Bidders: Motorola Communications & Electronics, Inc.  
Fort Lauderdale, FL  
EF Johnson c/o Bearcom  
Waseca, MN  
Amount: \$ 274,713.00 (estimated)  
Bids Solicited/Rec'd: N/A  
Exhibits: Memorandum No. 02-36 from City Manager

The Procurement and Materials Management Division reviewed this item and supports the recommendation to approve the proprietary purchase.

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**Motion** made by Commissioner Smith and seconded by Commissioner Hutchinson that Consent Agenda Item Nos. M-5, M-10, M-13, M-19, and M-20 be deleted from the Consent Agenda and considered separately, and that all remaining Consent Agenda Items be approved as recommended. Roll call showed: YEAS: Commissioners Hutchinson, Katz, Smith, Moore and Mayor Naugle. NAYS: none.

**Broward County Challenge Grant Agreement –  
Bayview Park Improvements**

..... **(M-5)**

Commissioner Katz wished to make a statement for the record. She explained that the area homeowners' association had applied for this grant and prepared the plans for this project. Further, the association was going to provide matching funds, and she wanted to be sure that the neighborhood's concerns had been met. Commissioner Katz stated that staff was aware of these concerns.

**Motion** made by Commissioner Moore and seconded by Commissioner Smith that Consent Agenda Item No. M-5 be approved as recommended. Roll call showed: YEAS: Commissioners Hutchinson, Katz, Smith, Moore, and Mayor Naugle. NAYS: none.

**Subordination of Enterprise Zone Loan –  
McKinley Financial Services, Inc. .... (M-10)**

Commissioner Moore announced that he was an employee of McKinley Financial Services, Inc. and would abstain from voting on this item.

Commissioner Katz understood this loan was in default. She did not know if the City was receiving any interest, but the back-up material seemed to suggest that everyone would get back his or her money except the City. Commissioner Katz understood the City was in the third position. Mr. Pete Witschen, Assistant City Manager, stated that the account was up to date, but there was a provision in the documents with respect to build-out dates. Due to the fact that financing had not yet been arranged, the build-out dates had not been met, so this was not a monetary default. He described the EZ Loan Program and its criteria. Mr. Witschen said that the applicant had originally indicated that the build-out would cost \$591,000, but those estimates had since been revised to a figure over \$800,000. He stated that a current value of the property had been received today of about \$570,000.

Mr. Witschen explained that the goal was to move this project forward. He advised that the City was in second position with a \$400,000 mortgage first. Mr. Witschen stated that staff estimated the improved value of the property at \$1.4 million, and a schedule of disbursements had been developed, which was to the City's advantage because the value of the property would increase faster than the applied mortgages.

Commissioner Katz inquired about the cost of the land. Mr. Witschen replied that 2 parcels had been purchased at a cost of \$595,000. Commissioner Katz asked where the funds had come from, and Mr. Witschen replied that EZ Loan monies came from the federal government. Commissioner Katz asked about the value of the renovations, and Mr. Witschen estimated the cost at \$800,000. Commissioner Katz wondered if the owner had invested any money. Mr. Witschen stated that a commitment had been made to invest 50% of the construction cost.

*Mr. Jim McKinley*, President of McKinley Financial Services, Inc., stated that \$216,000 had been invested to date, and the total amount spent to date was \$404,000, of which \$187,000 was EZ Loan money. Commissioner Katz understood that included the land acquisition. Mr. McKinley added that a construction loan in the amount of \$500,000 had been obtained, and McKinley would be investing \$386,000, and \$267,000 was already in the bank. Commissioner Katz understood there was a general contractor on board, but her concern was that McKinley would get back its money before the City. Mr. McKinley pointed out that after the first two mortgages, there would be equity in the property of \$462,000, which was 4 times the amount of the City's loan.

Commissioner Katz felt McKinley should keep its equity in the property, and if anyone was going to have money returned, it should be the City. Mr. McKinley stated that \$267,000 was already deposited in the bank.

At 6:42 P.M., Commissioner Moore left the meeting.

Commissioner Katz was unclear, based on information in the back-up memorandum. Mr. Witschen said disbursements would be made to the contractor as the value of the building increased. He explained that the intent of the EZ Loans were to provide incentives for private investment where that might not otherwise occur. Mr. Witschen believed this was the most practical way to get this project moving and create jobs.

Commissioner Smith pointed out that the building had been vacant for a number of years. He understood the build-out was scheduled for December, 2002. Mr. Witschen agreed that was what the loan agreement stated, and it should be a comfortable schedule. Commissioner Smith asked Mr. McKinley when the firm would move into the building and how many insurance professionals would be employed. Mr. McKinley expected to move into the building on August 1, although some time had been built in to account for any construction delays. He stated that there were currently 42 employees, and this building would allow the workforce to be doubled within two years.

Mayor Naugle had not yet seen the appraisal, although he had received summary pages. He was not comfortable voting on something without all the information. He asked if Mr. McKinley if had provided any personal guaranty. Mr. Witschen replied he had not. Mr. McKinley said he had no objection to providing a personal guaranty. However, he wanted to ensure everyone understood he had made every payment to the City on time, and the default related only to the construction process. He advised that construction could now commence as soon as the agreement was signed. Mr. Witschen added that the loan required generation of at least 16 jobs.

**Motion** made by Commissioner Katz and seconded by Commissioner Hutchinson to approve Consent Agenda Item No. M-10 with the personal guarantee offered by Mr. McKinley. Roll call showed: YEAS: Commissioners Hutchinson, Katz, Smith, and Mayor Naugle. NAYS: none. Commissioner Moore abstained.

**National Urban Fellowship, Inc. Program Sponsorship ..... (M-13)**

Commissioner Katz wondered, with all the needs in the City at the present time, if this was the best use of funds in these hard times. The City Manager advised that he had included a provision in his budget message for sponsorship of a National Urban Fellow. He stated this had been brought back to the Commission to make everyone aware of this commitment. The City Manager thought the timing relative to the value derived was appropriate. He explained that the City had embarked upon a number of capital programs, including implementation of the Water and Sewer Master Plan, and a financing plan involving about \$45 million had been approved by the CRA. The City Manager said he had asked this Urban Fellow to put in motion a complete program relating to the benefits of all of these projects, not only from a capital perspective, but from an educational perspective as well.

Mayor Naugle felt some of the cost should be charged to the Utilities Enterprise Fund. The City Manager explained that the Fellow would be working in various departments, but the costs could be apportioned between the General Fund and applicable Enterprise Funds. Commissioner Katz understood 20 consultants and 12 staff members had been provided for the Water and Sewer Master Plan. The City Manager stated that the consultants and staff would be handling project management, while the Fellow would be laying the basis for all the various projects. He explained that he did not feel as good a job as possible had been done in terms of economic development.

Commissioner Smith thought it would have been more appropriate to question this when the budget message had been presented, particularly since the Urban Fellow had been with the City since September 1, 2001. Mayor Naugle requested a report on how the costs were apportioned to the various Funds, and Commissioner Smith thought it would be a good idea to hear from the Urban Fellow as to how the work was going.



**Motion** made by Commissioner Smith and seconded by Commissioner Hutchinson that Consent Agenda Item No. M-13 be approved as discussed. Roll call showed: YEAS: Commissioners Hutchinson, Smith, Moore, and Mayor Naugle. NAYS: Commissioner Katz.

**Task Order No. 2 – CH2M Hill, Inc. – Project 10365 –  
Temporary Program Management Office for Water and  
Sewer Master Plan Capital Improvement Program (CIP) ..... (M-19)**

Commissioner Katz said this had come as a surprise to her. She pointed out that when the Commission had been given all the information over numerous discussions and stated that this had always been referred to as a \$555 million project. However, if you added up the figures from all the pie charts presented, there was another \$128 million involved, of which she had not been aware. Commissioner Katz thought this would have been approved anyway because it was needed, but she felt the Commission should have been told that this was part of the \$555 million or not.

Mr. Greg Kisela, Assistant City Manager, apologized. He explained that when the figures had been presented to the Commission in November, 2000, they had related to construction costs. However, as the financing plan was worked through, it had captured all the “soft” costs. In addition, the rate increases over the years had captured revenue streams and operating costs to ensure sufficient funds for operating capital and soft costs. Mr. Kisela said that the Master Plan had indicated the costs shown were solely capital costs. He apologized if that had not been emphasized sufficiently, and the financing plan had also inflated costs to reflect the value of future dollars as well. Commissioner Katz hoped staff would spell these things out for the Commission in the future because engineering costs were usually included when figures were presented.

Commissioner Smith had some serious concerns in light of the massive amount of money involved. He asked who would be overseeing the project on a day-to-day basis because it appeared the City was abdicating its responsibility to the consultants at great cost, and he did not want the costs to spiral out of control. The City Manager said another auditor position had been added to the City’s ranks in anticipation of this project, and he was considering another level of review by external auditors. He stated that he had made a commitment to report periodically to the City Commission on every aspect of land acquisition, engineering, and implementation of the project to avoid errors. The City Manager said this would not be relegated to the consultants, and there would be other staff members involved beside himself.

Commissioner Smith wanted to know who would be responsible on a day-to-day basis from City staff. The City Manager replied that Paul Bohlander would serve as the Project Engineer, and this would be his primary and only responsibility until it was completed on time and within budget. Mayor Naugle asked that this statement be specifically reflected in the record. Mr. Kisela added that staff would be coordinating with the CH2M Hill team, and there would be a significant City presence in terms of this project.

Commissioner Katz inquired about the percentage of management costs. Mr. Kisela anticipated program management fees at 6% to 8% of program fees of \$490 million plus engineering. He noted that staff was only seeking approval of the first year of the program. Mr. Kisela stated that if expectations were not being realized after the first year, there would be an opportunity to revisit the issue. He added that after the first ten years, consultant involvement would be less and less necessary.

Commissioner Katz wondered if a building containing 9,000 square feet was really necessary for project management across the street. Mr. Kisela advised there would be 32 people working in the building, and there would be a great deal of public outreach.

**Motion** made by Commissioner Moore and seconded by Commissioner Hutchinson to approve Consent Agenda Item No. M-19 as recommended. Roll call showed: YEAS: Commissioners Hutchinson, Katz, Moore, and Mayor Naugle. NAYS: Commissioner Smith.

**Task Order No. 3 – CH2M Hill, Inc. – Project 10444 –  
Program Management Services for Water and Wastewater  
Master Plan Capital Improvement Program (CIP) ..... (M-20)**

**Motion** made by Commissioner Smith and seconded by Commissioner Moore that Consent Agenda Item No. M-20 be approved as recommended. Roll call showed: YEAS: Commissioners Hutchinson, Katz, Moore, and Mayor Naugle. NAYS: Commissioner Smith.

**Settlement of New River Development Partners, Ltd. v  
City of Fort Lauderdale, and Approval of Revised Site Plan  
for Marshall's Point (now known as Esplanade on the New River) ..... (M-26)**

A motion was presented authorizing the proper City officials to approve a settlement with New River Development Partners, Ltd.; and further authorizing the proper City officials to approve a Revised Site Plan for Marshall's Point (now known as Esplanade on the New River).

Mayor Naugle appreciated the efforts that had gone into settling this issue, but he had voted against the original proposal and still felt the City was in a good position since the developer had allowed the building permit to expire. He felt this building was too tall and too dense, and it did not meet the intent of the Riverwalk concept, the neighborhood zoning, and the Comprehensive Plan. He did not feel it was compatible with the neighborhood, and he believed the neighborhood had agreed to support this because they had given up in light of the Symphony House project. Mayor Naugle did not feel this project was appropriate for the area in terms of density and intensity.

Commissioner Moore referred to the public improvements related to the seawall and Riverwalk. He preferred that the developer make improvements to the seawall, while the City handled Riverwalk improvements. Commissioner Moore understood the cost of the seawall work would be about \$2 million, and a FIND grant was available in the amount of \$1 million. He preferred that the developer use his money first and the City deal with the upland improvements. Mayor Naugle wondered if that would be financially feasible because anything done by the government seemed to cost more. He noted that government would be involved in the seawall work no matter what because of the grant, but Commissioner Moore's suggestion would mean government involvement in the Riverwalk improvements as well.

Mr. Kisela stated that whether or not this project was moved forward, the seawall work would have to be done. Staff anticipated funding from a FIND grant, although he would not know if the money would be forthcoming for certain until October 1, 2002. Nevertheless, the City had to make the application and bring dollars to the table to leverage with the FIND grant. Mr. Kisela stated that the proposed development agreement would allow the developer to construct those improvements using a competitive process and subject to City reimbursement. Therefore, the City could take advantage of the private sector market. Mr. Kisela said it would be difficult to apply FIND monies to upland improvements.

Commissioner Moore understood the \$2 million would be earmarked for the seawall infrastructure improvements that would be performed by the developer. Mr. Kisela agreed the “wet side” improvements would amount to \$2 million, with \$1 million from the City and \$1 million in the FIND grant, but the developer would handle the work.

Mayor Naugle asked if Riverwalk could be completed for \$1 million. Mr. Kisela stated that the City’s infrastructure would be handled in a first phase, and above groundwork would be handled in the second phase during the construction schematic phase. Commissioner Moore understood the City was obligated to make the seawall repairs, and they were needed whether this project went forward or not. Mr. Kisela explained that if the FIND grant was not forthcoming in October, the boating improvements planned would have to be scaled back. However, the developer was committed to completing that section of Riverwalk, pursuant to the plans and specifications. He added that staff estimated the Riverwalk improvements at \$1 million, but the developer sincerely believed it would cost less, and that would be the subject of negotiations.

Mayor Naugle asked if there were any objections to Commissioner Moore’s recommendation that the developer contribute to the seawall rather than the Riverwalk improvements. Commissioner Katz thought the developer should handle the Riverwalk. Mr. Kisela stated that the neighborhood wanted the Riverwalk improvements completed, but the seawall had to be fixed even if the other improvements were not done.

Commissioner Hutchinson stated that the neighborhood had worked alongside City staff to come to this agreement. She advised that she had voted for a project on the other side of the River even though she had not been comfortable with it because the neighborhood had supported it, but she did not intend to do that this time. Commissioner Hutchinson was uncomfortable with the density of this project.

Commissioner Smith inquired about the cost of the units in this building. *Mr. Dick Coker*, Attorney representing the applicant, said prices would range from \$200,000. Commissioner Smith was thrilled that some housing would be provided downtown, and he understood the neighborhood favored the project. He felt the height was appropriate being similar to the height of the Performing Arts Center, and he was glad this area was being renewed.

Commissioner Moore understood Commissioner Smith’s viewpoint, but he thought the City could find ways to complete Riverwalk. He acknowledged it would make the community happy to address Riverwalk, but he was concerned about the hard costs of the seawall and the infrastructure improvements. Commissioner Moore believed it would be possible to deal with upland improvements in light of other projects in the area, and if the cost would be something under \$1 million, he preferred the City be in control of that aspect rather than the developer.

Commissioner Moore said that if the developer wanted to “turn his head” on the density and other issues raised, he wanted to see \$1 million for the seawall and the work completed. He preferred to see that done up front because he felt the Riverwalk was the “last part of the puzzle,” rather than the first.

Mr. Coker stated that this project had been approved in 1998 for 160 rental units. That concept had since been reduced to 139 condominium units with tennis courts. The developer had gone through the site plan amendment process to reduce the density, and final DRC approval had been obtained for the 139 units. He stated that a building permit had been issued for the foundation and, at some point, the Building Official decided there had not been enough activity on the project and withdrew the permit. City staff had then made the interpretation that once a building permit expired, the site plan approval expired as well. Mr. Coker did not believe that was a correct interpretation of the Code. An appeal of that interpretation had been taken to the Board of Adjustment, which had voted 4 to 3, but a vote of 5 to 2 was required for an applicant to prevail. Therefore, the matter was now before a Judge.

Mr. Coker reported that the final hearing on this matter had been postponed once, and another had been scheduled for January 31, 2002. He believed the law was clear and expected the Judge to interpret the Code as it was written. Mr. Coker believed the approved project could then go forward without any payment to the City or any Riverwalk improvements. However, the developer was willing to settle because he had thought it would be faster than litigation, although it had not really worked out that way.

Mr. Coker stated that after talking with the neighborhood, the developer had agreed to plans for Riverwalk improvements. The developer estimated the cost at between \$300,000 and \$400,000, and the developer was willing to make that investment even though he was fairly confident that he would ultimately prevail. Mr. Coker stated that this represented a benefit to the City due to one vote on the Board of Adjustment.

Mr. Coker advised that another \$1 million could not be invested because that would "throw the project into a completely different realm." However, the developer had agreed to provide the improvements desired by the neighborhood to extend Riverwalk, but that work could not be done until the City had performed the underlying improvements to the seawall and utilities. Therefore, the developer had offered to take care of the whole thing and build the project the developer believed he was entitled to build one way or another.

Commissioner Katz understood the issue before the Commission tonight was settlement of the litigation as opposed to site plan approval. It had also been her understanding that a "deal had been struck," and she was not sure why the Commission was having this discussion. Commissioner Katz happened to feel the first project had been better than this one, but that was immaterial.

Mayor Naugle noted that if staff's interpretation of the Code was upheld, the building permit and site plan approval had expired. Therefore, the developer would have to start over and get new plans approved.

Commissioner Hutchinson agreed the developer had done a good job of working with the neighborhood, which wanted the upland improvements and extension of the Riverwalk. She also agreed with Commissioner Katz that it was probably not fair to discuss density and other site plan issues at this time.

Commissioner Moore was very concerned. He understood the Riverwalk improvements would cost up to \$1 million. Mr. Kisela explained that when he had been brought into the negotiations two months ago, an impasse had been reached. He stated that staff estimated the Riverwalk improvement costs at \$1 million while the developer felt they would cost \$300,000 to \$400,000. Mr. Kisela sincerely believed the cost would be substantially more than the developer estimated, but the settlement agreement indicated that whatever it cost to implement the plan, the developer would underwrite it. For the developer's sake, he hoped the work could be done for \$400,000, but quality would not be sacrificed. Mayor Naugle believed the private sector could do the project at less expense than government.

Commissioner Moore understood staff felt the City was on firm legal ground in terms of the development issue. Mr. Bob Dunckel, Assistant City Attorney, advised that the ultimate question was in the hands of Judge Streiffeld.

**Motion** made by Commissioner Smith and seconded by Commissioner Hutchinson to approve the settlement and revised site plan as recommended. Roll call showed: YEAS: Commissioners Hutchinson, Katz, Smith, and Moore. NAYS: Mayor Naugle.

**Amendment to Cable System Franchise Agreement –**  
**RCN Telecom Services, Inc.** ..... (PH-1)

A public hearing was scheduled to consider an ordinance pursuant to Sections 8.15 and 8.17 of the Charter of the City, amending the cable system franchise with RCN Telecom Services, Inc. to extend deadlines for construction of the cable system and institutional network and for local programming financial support, and authorizing the proper City officials to execute a first amendment to franchise agreement with RCN Telecom Services, Inc. Notice of the public hearing was published on May 24 and 31, 2001. On June 5, 2001, first reading was deferred to September 5, 2001 by a vote of 5-0; on September 5, 2001, first reading was deferred to January 23, 2002 by a vote of 5-0.

Mayor Naugle announced that this item had been **withdrawn** from the agenda.

**Changes to Development Order (DO) /PEDD – Lend Lease**  
**c/o Sylvan Rothschild – Northport/Broward County Convention**  
**Center Development of Regional Impact (DRI) (PZ Case No. 88-R-89[9])** ..... (PH-2)

At the January 16, 2002 regular Planning and Zoning Board meeting, the following application was approved by a vote of 5-3. Notice of the public hearing was published on January 8, 2002.

Applicant: Lend Lease c/o Sylvan Rothschild  
Request: Approval of DO Changes/PEDD  
a) Provide that existing retail use in the Northport Leasehold Area may be changed to office use;  
b) Extend build-out date  
c) Modify requirements for the required traffic study

Mayor Naugle called for those who wished to be heard. Having affirmed to speak only the truth by virtue of an oath administered by the City Clerk, the following individuals offered comment on this item:

Ms. Stacey Dahlstrom, Planning & Zoning, stated that the Northport Broward County Convention Center DRC had been approved in 1989 and had been amended 8 times. In April, 1998, the 33-acre DRI was divided to separate the 3.89-acre Northport leasehold and given its own build-out date of December 30, 2002. She advised that the Northport DRI had been approved in two phases. Phase I consisted of 75,000 square feet of retail space that existed on the site today, and a bond had been required for a traffic study and construction of any identified improvements by the study upon 30% occupancy of Phase I and upon 70% occupancy of the second phase, Phase IA.

Ms. Dahlstrom stated that upon 70% occupancy of Phase I, a traffic study had been completed, but no off-site traffic improvements had been identified. The development had subsequently gone bankrupt, and the three proposed amendments presented for consideration this evening were:

1. new language in the development order that allowed the conversion of any of the existing 35,000 square feet of retail space to office use, and the applicant had provided a traffic analysis demonstrating that this potential conversion would not create any regionally significant impacts and might, in fact, result in a traffic reduction;
2. extension of the build-out date from December 30, 2002 to December 30, 2008, and the applicant had submitted a traffic analysis demonstrating that the extension would not create any additional regional impacts; and
3. a change to require that the traffic analysis remained to be completed as associated with Phase IA be submitted 60 days prior to the review by the City Commission of any changes of use or further development proposals, changes to existing development as authorized under Phase IA.

Ms. Dahlstrom noted that the City's traffic consultant had concurred with the studies and conclusions submitted by the applicant as indicated.

Ms. Dahlstrom stated that the Florida Department of Community Affairs, the Florida Department of Transportation, and the South Florida Regional Planning Council had all indicated that the proposed changes did not constitute a substantial deviation. She advised that the Planning & Zoning Board had recommended approval of the proposed changes by a vote of 5 to 3 at the January 16, 2002 meeting.

*Ms. Debbie Orshefsky*, Attorney representing the applicant, suggested the Commission think of the applicant as the lender rather than as a developer. She stated that this matter involved a distressed property that had been vacant for quite awhile, and the lender had to foreclose on the property about 18 months ago. Ms. Orshefsky said that the lender had tried to sell the property for some time but needed to "breathe life into a project that was on life support," and to provide an opportunity for the property to "resurrect itself."

Ms. Orshefsky stated that the current owner had decided to put the property up for public auction, scheduled for January 31, 2002. As part of the site preparation from a regulatory standpoint, a determination had been made that in order to build out the current approved development program, the project would need some additional time as the build-out date was just a year away. In addition, the expressions of interest in the property indicated that the retail use worked on the ground floor, but the second and third floors were better suited to office use, for which there was a tremendous demand along the 17<sup>th</sup> Street corridor.

Ms. Orshefsky felt this project needed a “reality check.” She explained that under the existing development order, a traffic study was required when Phase IA was 70% occupied or by April, 2002. She advised that part of this local traffic analysis had been done in a future context because at the time, the bridge construction had just been started, and circulation in the area had not even been planned yet. Unfortunately, the project had not been built out as planned, and the reality was that the property would be acquired by someone new, and the lender had applied for these development order amendments.

Ms. Orshefsky said the question before the Commission was whether or not the proposed changes constituted a substantial deviation from the development order, essential meaning whether or not there were new or different regional impacts. As Ms. Dahlstrom had indicated, the various agencies had indicated that the changes did not constitute a substantial deviation and did not require additional DRI review.

Ms. Orshefsky added that the County had processed its own amendments in 1998 for the Convention Center expansion. At that time, their build-out date had been extended to 2008, but the build-out date for this area remained 2003. She stated that as part of the County's extension, it had to include this complete project build-out as essentially background traffic with the assumption it was already there. At that time, the County had demonstrated to all the regulatory agencies involved that in 2008, with both projects built-out, the roadway and DRC standards were met.

Ms. Orshefsky stated that another aspect of the traffic analysis, built in by this Commission, involved a local traffic analysis, which had originally been included in the development order because things had been changing in the area. She said that this amendment would set the stage for the kind of “reality analysis” that was routinely done during the site plan approval process. Ms. Orshefsky reported that the circulation analysis would examine existing conditions in the surrounding area, and local circulation issues would be addressed. Further, the City would have \$663,000 to address any traffic impacts.

Ms. Orshefsky understood the County Commission had submitted a letter requesting deferral of this item today. She stated that if Spangler and Eisenhower Boulevards were changed, there would be no change to the DRI analysis, as confirmed by the City's own traffic consultants. Further, if security plans for the Port were changed and road access modified, the issue would be addressed as part of the local traffic study required under the proposed amendments. Therefore, what the County was seeking was already built into the development order.

Ms. Orshefsky said that the applicant had been working with the Broward County Sheriff's Office and the Port Security Office, partly because barricades erected interfered with access to this site. Those barricades had been relocated within 48 hours of a request to other locations that allowed free access to Northport while still accomplishing security goals. Ms. Orshefsky advised that future security measures could not be discussed, but assurances had been given that Northport could continue to operate as a public place. Ms. Orshefsky circulated a letter explaining that the Northport Marketplace was currently not within a restricted area as designated by State law.

Ms. Orshefsky stated that the intent was to reestablish this significant use, and the lender had worked hard to get the property "back to life." She believed there was some "ulterior motive" for the delay requested by the County, and the County had expressed interest in acquiring the property although it had been indicated it would not bid on the property. Nevertheless, the County had lots of other ways to acquire the property rather than to attempt to raise questions on the parts of potential buyers with respect to site access. Further, one of the barricades that had been removed had apparently been replaced unexpectedly and without notice, and the lender would address that point with the County tomorrow.

Ms. Orshefsky urged the Commission to find that this was not a substantial deviation as indicated by City staff and other regulatory agencies, and to approve the amendments so the project could be moved forward in a positive and affirmative way.

Mayor Naugle referred to the letter from the County. It indicated that Northport was not a restricted area. He recalled when it had first opened, it had been accessed through the Northport Parking Garage. Mayor Naugle believed there were some surface spaces, but most of the public relied on parking in the Garage. Ms. Orshefsky agreed that was correct. Mayor Naugle asked if people had to pass through a secure area to reach the Garage. Ms. Orshefsky said there was a security checkpoint at the main entrance, and people had to go through it to reach the Convention Center or wished to park in the Garage. However, there was a considerable amount of surface parking at Northport, and there were plans for additional future parking beyond the rights to spaces within the Garage.

*Ms. Nicki Grossman*, President of the Greater Fort Lauderdale Convention and Visitors Bureau, said she was here on behalf of the Broward County Board of Commissioners to support the request for deferral of this item. She stated that the DRI did not expire until the end of 2002, and security was a major issue since September 11, 2001. Ms. Grossman said there was no longer through access in the Port, and the DRI itself allowed for an additional 300,000 square feet of retail space on a site that already held the Convention Center, the Port Everglades terminal, and a parking garage, in which 800 spaces were set aside for Northport.

Ms. Grossman stated that the County had initiated a traffic study, and anyone interested in purchasing this property would want to know the results. She advised that the study would be completed in approximately 90 days, which was still 8 months prior to expiration of the existing DRI build-out date. Ms. Grossman urged the Commission to wait 90 days before granting an additional 6 years for build-out of the Northport site. She thought the only rush was to give additional value to this property before it was auctioned, and the County's only interest was in the traffic and travel impacts within the site.

*Mr. Elliot Auerhaun*, of the Broward County Development Management Division, said he had examined the traffic study submitted with this application, and he had seen no evidence that road closures had been considered. In addition, when the DRI had been approved several years ago, there had been a lot of debate about what would happen if roads were closed in the area. Therefore, provisions had been included that required County study if roads were closed in the Port. Since this represented such a dramatic change in traffic patterns, the County had not waited for the City to request that study. Mr. Auerhaun thought all the tenants and property owners within the DRI needed to know what changes in traffic could be expected before moving on with more development.



Commissioner Smith could not figure out what the County was doing. He asked why this property was again barricaded off by the County. He wondered if it was a “bullying tactic.” Mr. Auerhaun did not have any details of the Port security plan. Ms. Grossman stated that the barricades were placed by federal officials and Customs agents, but access to the Northport site had not been denied although some access points had been closed. Commissioner Smith understood there had been a meeting, and the barricades had been removed, but he wondered why they had been replaced on the dawn of this hearing. He also understood there was no one present from the Port who could answer the question.

Commissioner Smith inquired about the size of the hotel that had been planned. Mr. Auerhaun believed 205,000 square feet had been planned. Commissioner Smith understood the County’s concern was that terrible traffic would be created if 300,000 square feet of space was constructed at Northport, yet it had not seemed to have any great concerns about traffic that would be generated by a hotel. Therefore, this seemed like a subterfuge, and Commissioner Smith was concerned about the rights of property owners.

Commissioner Smith pointed out that the City was holding back nearly \$750,000 to address any future traffic impacts development on this site generated. He wondered if that was inadequate. Mr. Auerhaun stated that Ms. Orshefsky was asking the Commission to grant development rights that would last for the next six years without knowing the implications. Commissioner Smith pointed out that the applicant already had those development rights. Mr. Aurehaun agreed that was true, but those rights were due to expire at the end of the year. He also pointed out that the hotel proposal had been considered before September 11<sup>th</sup>, and he thought traffic questions would arise if the same project were considered today. Commissioner Smith did not think the City needed a building to continue to sit vacant, and he was troubled by the County’s tactics.

Mayor Naugle said he often went to the Convention Center, and he found the barricades were often moved to different locations, and security measures varied all the time.

*Mr. Ed Stacker* said he represented someone with an equity position in the lending pool. He had been asked to monitor the substantial deviation process and encourage the Commission to find that this was not a substantial deviation and approve the ordinance on first reading tonight. Mr. Stacker agreed with Commissioner Smith, and he stated that no development rights were actually being requested this evening. He felt this was a well-deserved extension of the build-out date under the circumstances, and it would provide some degree of certainty to someone who might be interested in the property.

Mayor Naugle asked Mr. Stacker who his client was, and Mr. Stacker replied the client was called “CDC.” Mayor Naugle asked if it was a Florida corporation. Mr. Stacker replied it was not, and he could provide some specific information tomorrow. Mayor Naugle asked Mr. Stacker if he had registered as a lobbyist for that concern. Mr. Stacker replied he had not as he had just been contacted in this regard today.

Commissioner Moore noted that this ordinance required two readings, and he agreed with Mayor Naugle that the City should have some indication of who it was dealing with in this process. He was also concerned about the extension of time and the parking methodology. Commissioner Moore did not think there would be sufficient parking, and he was sure security would have to be provided in cooperation with the ultimate functioning of the building. However, he was concerned about the County’s position. Nevertheless, Commissioner Moore saw no reason to defer first reading of the ordinance.

Commissioner Smith disclosed that he had spoken with Ms. Orshefsky about traffic concerns this afternoon. He felt the City had to be in the forefront of mass transit efforts, and Ms. Orshefsky had assured him the applicant would be willing to change the language of the agreement so that the City could attach the entire \$663,000 if there was any necessity for trafficway improvements and/or to address mass transit. Ms. Orshefsky said she would happy to make that statement public, and she circulated some language she had drafted to accomplish to fix this obligation rather than leaving it "if needed for road improvements."

Commissioner Moore believed the original use contemplated traffic to the site being disbursed throughout the day, but office use would result in morning and evening peak hours. Ms. Orshefsky advised that there was an overall reduction in traffic expected on the basis of the proposed change, although all the studies had focused on the evening peak hours. Upon questioning by Mayor Naugle, *Mr. Joe Pollock* advised that the 4:00 to 6:00 p.m. period was typically the heaviest in terms of traffic, and the capacity of any road was determined on peak hour characteristics. Mayor Naugle asked who was focusing on the afternoon peak hour because he received most complaints about the morning peak hour. Mr. Pollock advised the studies were not totally focused on the afternoon peak hour, but the engineers typically placed primary focus on that time period, along with the Florida Department of Transportation. Nevertheless, morning traffic was also considered.

Commissioner Hutchinson said she was a little perplexed by this. There were two DRIs in her district – this one and one at the Airport – and they were both contingent on traffic flowing on Eisenhower and Spangler Boulevards. She was also concerned that there seemed to be so many traffic consultants, but they never seemed able to attend the Commission's meetings. Commissioner Hutchinson felt they should be required to be present.

Commissioner Hutchinson understood the daily trips would be reduced by 82% and peak trips by 69%, but the end of Mr. McMahon's letter indicated that was provided Eisenhower and Spangler Boulevards returned to normal operations in the near future. Ms. Orshefsky stated that letter confirmed his initial letter indicating that the original traffic study had not recognized that Spangler and Eisenhower Boulevards could be closed permanently. A revised analysis had then been performed by Mr. Pollock, and the City's traffic consultant had indicated concurrence with Mr. Pollock's conclusions. The City's traffic consultant had gone further and indicated that changes to traffic on U.S. 1 and Southeast 17<sup>th</sup> Street should be comprehensively addressed in the local area traffic study required of this project.

Mayor Naugle did not think any reasonable person would think traffic would not be affected by the closure of the Port, and if the traffic consultant said otherwise, he hoped the City would never use this consultant again. He felt anyone with a little common sense would know that could not be true, and consultants would say anything they were paid to say.

Commissioner Katz was concerned about postponing progress on this site. She wanted to see something positive happen, and security had to be addressed without confining this particular private building. She acknowledged the concern, but even if a study was done now, it would not necessarily serve in the future, and no one knew what security measures would be necessary in a year. She thought it would make more sense to do the study later, when all the pieces were in place. Mayor Naugle was concerned that insufficient monies would be set aside to address future traffic needs if the Commission moved forward with the \$663,000.

Commissioner Katz wondered if anyone could provide a suggestion as to an appropriate amount. Mayor Naugle noted that there was discussion about some type of elevated roadway through the Port to serve the various facilities, and the County had asked for some time to estimate the costs. He agreed that until there was knowledge about what would go on the site, a traffic study would not do much good, but at least it would allow the property owner to address the amount needed to solve the problem. Mayor Naugle added that there could be various funding sources in terms of mass transit and security, but the developer would have to address some portion.

Mr. Hector Castro, City Engineer, explained that it was difficult to determine how much money would be necessary until the ultimate use of this site was determined. He believed the question before the Commission tonight was whether or not the proposed change constituted a significant change to the DRI and the development order. Mr. Castro advised that none of the transportation consultants had indicated that the loss of through traffic on Port roads would not impact traffic. Rather, they had indicated it would impact traffic locally. However, it would not impact traffic outside the exclusion area, so it did not constitute a significant deviation.

Mayor Naugle asked if it had been determined that whatever was built there would be on the tax rolls. The City Attorney did not believe that question had been researched. He noted that this would be an improvement on a leasehold, but he was reluctant to answer the question without any research. Ms. Orshefsky stated that there had been some litigation about ad valorem taxes on leasehold interests within the Port. It was her recollection that ad valorem taxes were not paid, but sales taxes, economic development, and all the other secondary effects of a project would benefit the community. Mayor Naugle desired a firm answer to this question before the ordinance was presented on second reading.

Commissioner Hutchinson inquired as to the rationale behind extending the built-out date to 2008. Ms. Orshefsky stated that due to the circumstances, there was not sufficient time to build-out the project by the end of the year. She explained that the applicant had selected a date of 2008 because that coincided with the County's build-out date. Ms. Orshefsky stated that the "fair share" amount had been reached originally under duress, and the then owner of the site had agreed to it and tied it to local improvements. She hoped the Commission would move forward with this application tonight, and she pointed out that many of the concerns that had been raised would be addressed when a site plan was presented for approval.

**Motion** made by Commissioner Moore and seconded by Commissioner Hutchinson to close public hearing. Roll call showed: YEAS: Commissioners Hutchinson, Katz, Smith, Moore and Mayor Naugle. NAYS: none.

Commissioner Smith thought the City had very little to gain by deferring this amount, and it could lose the \$663,000 the developer was voluntarily contributing. He pointed out that the City would have control over the site plan, and he thought it made sense to move forward. Commissioner Moore said his concern was that no one knew if this was an adequate amount to address the challenges on the site. However, he was prepared to move forward on first reading and ask staff and the County to validate the reasons for delay before second reading of the ordinance. Commissioner Moore believed the County could and should address any issues it may have before second reading of the ordinance. He was also willing to delay second reading until February 26, 2002 to allow everyone the opportunity for due diligence. Commissioner Smith thought that was reasonable.

Mayor Naugle pointed out that another option would be to extend the development order to some other date, such as 2004. It seemed to him that if the build-out date were extended to 2008, there would probably be little activity until 2008. Mayor Naugle asked if that would be possible if the ordinance was passed on first reading today. The City Attorney believed that could be addressed on second reading, but there were specific time lines involved. He stated that if the ordinance were approved today on first reading, as amended with the new Section 3 language, second reading would not take place within 30 days. However, second reading could take place beyond those 30 days with the agreement of the applicant.

Ms. Orshefsky noted that the auction was scheduled for January 31, 2002, and people had been noticed that second reading of the ordinance would take place on February 5, 2002. However, if it was the consensus of the Commission to have second reading on February 26, 2002, the applicant would certainly agree, although not happily.

Mayor Naugle disclosed that he had discussed this matter with Commissioner John Rodstrom and Ms. Barbara Curtis. Commissioners Hutchinson and Smith had discussed it with Ms. Orshefsky, as had Commissioners Moore and Katz. Commissioner Hutchinson encouraged the Port security people and the traffic consultants to be present when this ordinance was presented for second reading on February 26, 2002.

Commissioner Moore introduced the following ordinance, as amended, on first reading:

ORDINANCE NO. C-02-

AN ORDINANCE OF THE CITY OF FORT LAUDERDALE, FLORIDA, AMENDING ORDINANCE NO. C-89-9 AS AMENDED BY ORDINANCE NO. C-89-34, ORDINANCE NO. C-90-100, ORDINANCE NO. C-95-40, ORDINANCE NO. C-97-2, ORDINANCE NO. C-97-63, ORDINANCE NO. C-98-25, ORDINANCE NO. C-98-45 AND ORDINANCE NO. C-98-68 OF THE CITY OF FORT LAUDERDALE, FLORIDA, WHICH ORDINANCES AMENDED THE DEVELOPMENT ORDER FOR THE NORTHPORT/BROWARD COUNTY CONVENTION CENTER DEVELOPMENT OF REGIONAL IMPACT ("DRI") LOCATED SOUTH OF S. E. 17<sup>TH</sup> STREET, EAST OF EISENHOWER BOULEVARD AND NORTH OF S. E. 20<sup>TH</sup> STREET, WITHIN THE JURISDICTIONAL BOUNDARIES OF PORT EVERGLADES, IN THE CITY OF FORT LAUDERDALE TO PROVIDE THAT EXISTING RETAIL USE IN THE NORTHPORT LEASEHOLD AREA MAY BE CHANGED TO OFFICE, TO EXTEND THE BUILDOUT DATE FOR THE NORTHPORT LEASEHOLD AREA AND TO CHANGE THE REQUIREMENT FOR THE TRAFFIC STUDY.

Which ordinance was read by title only. Roll call showed: YEAS: Commissioners Smith and Moore. NAYS: Commissioners Hutchinson, Katz, and Mayor Naugle.

**Amend Section 2-26 –**

**Change Time of City Commission Conference Meetings ..... (O-1)**

An ordinance was presented amending Section 2-26 of the Code of Ordinances entitled "Meetings," in order to change the time for the Conference meeting of the City Commission. Notice of proposed ordinance was published January 13, 2002.

Commissioner Moore introduced the following ordinance on first reading:

ORDINANCE NO. C-02-2

AN ORDINANCE AMENDING SECTION 2-26, MEETINGS, OF THE CODE OF ORDINANCES OF THE CITY OF FORT LAUDERDALE, FLORIDA, IN ORDER TO CHANGE THE TIME FOR THE MEETINGS OF THE CITY COMMISSION.

Which ordinance was read by title only. Roll call showed: YEAS: Commissioners Hutchinson, Katz, Smith, Moore and Mayor Naugle. NAYS: none.

**Appeal of Planning and Zoning Board Decision – Site Plan Level III/Use on a Waterway and Yard Modification for Multi-Family Structure – Hendricks Isle LLC (PZ Case No. 99-R-01) ..... (R-1)**

At the December 19, 2001 Planning and Zoning Board regular meeting, the following application was denied by a vote of 8-1.

Applicant: Hendricks Isle LLC  
Request: Site plan level III/waterway use/yard modification for multi-family structure  
Location: 516 Hendricks Isle

Commissioner Smith reported that the applicant had indicated to him today that it no longer sought approval of the project that the Planning & Zoning Board had denied. Rather, a modified project was desired that Commissioner Smith understood was supported by the surrounding neighborhood. Mayor Naugle thought that if a different project was proposed, it would have to go back to the Planning & Zoning Board. The City Attorney advised that was not required.

Having affirmed to speak only the truth by virtue of an oath administered by the City Clerk, the following individuals offered comment on this item:

Ms. Lois Udvardy, Planning & Zoning, reported that the Planning & Zoning Board had denied this request for site plan approval, waterway use and yard modification at its December meeting. She advised that the project involved a 6-unit, multifamily development in RMM-25 zoning at 416 Hendricks Isle. Ms. Udvardy noted that the Commission had been provided the record compiled by the Department, including a staff report, narrative and exhibits provided by the applicant, and the Planning & Zoning Board meeting minutes.

Commissioner Hutchinson asked how the Commission could hear a new project today. Mayor Naugle understood that was an option, but the Commission usually sent such matters back to the Planning & Zoning Board. Commissioner Smith believed the Board's objection had related to side yard encroachments, but those encroachments had been eliminated from the project, and no variances would be required. He thought it would be a shame to stall the project for that reason. Mr. Greg Brewton, Zoning Administrator, stated that the Commission had the authority to reject, approve or amend the Planning & Zoning Board's decision.

**Motion** made by Commissioner Smith and seconded by Commissioner Katz to hear the appeal of the Planning of the Zoning Board decision to be held immediately following the motion. Roll call showed: YEAS: Commissioners Katz, Smith, and Moore. NAYS: Commissioner Hutchinson and Mayor Naugle.

*Mr. Ron Mastriana*, Attorney representing the applicant, distributed copies of the original presentation. He stated that yard modifications had been granted in all nine of the other projects built on Hendricks Isle, and that was why this developer had proceeded as planned originally. After hearing the concerns of the Planning & Zoning Board, however, the applicant had dropped parking under the building. He distributed a second drawing showing the building height reduction from 53' to 47', which met the setback requirements. Mr. Mastriana had showed this sketch to those neighbors who had expressed concerns, and he believed this proposal met all Code requirements.

Mr. Mastriana thought it made sense to place the swimming pool in the rear setback area since it would not be visible due to the boats in the area, but it had been moved to the floor below the roof. He stated that the number of units had been reduced 10 to 5, and it reduced roadway traffic to 10 spaces and 1 handicapped space. Mr. Mastriana said the proposed landscaping was five times greater than originally proposed, and no liveboards would be permitted.

At 9:12 p.m., Commissioner Moore left the meeting. He returned at 9:15 p.m.

Mayor Naugle asked if units could be marketed with underground parking at such a low elevation. Mr. Mastriana believed so although it would increase the cost of each space by \$5,000. Mayor Naugle was concerned about what would happen during a storm event.

Commissioner Hutchinson asked Ms. Hollar if she had seen this new plan. Ms. Cecelia Hollar, Construction Services, said the new plan had just been reviewed briefly, and it appeared to meet the setback requirement, and the density had been reduced. Mayor Naugle thought it was more attractive than the original proposal.

*Mr. Dennis Nusser*, 512 Victoria Terrace, stated that he had objected to the original proposal, and people in the area were tired of yard requirements being modified. However, he had seen the revised proposal, and he thought it could be approved at the One Stop Shop without need for additional review since it appeared to meet Code requirements. Mr. Nusser stated that he would prefer the pool be placed at the rear of the building rather than off to one side, and placing it on the fifth floor was an option. He supported the project.

*Ms. Cindy Eden* advised that she lived across the canal from the subject site and appreciated the efforts made to satisfy the concerns that had been raised. She also thought City staff should pay attention to this creative way to handle issues.

*Ms. Jackie Scott* said it bothered her that people could appeal to the City Commission. She lived across from this proposed development, and she felt the Code should be enforced and variances should not be granted. Commissioner Smith believed the revised proposal would accomplish the goals of Hendricks Isle.

At 9:25 p.m., Commissioner Moore left the meeting. He returned at 9:26 p.m.

Commissioner Smith noted that the City was trying to bring in mass transit and wondered if the applicant would be willing to contribute \$2,000. Mr. Mastriana did not think mass transit would extend to Hendricks Isle, and he noted that this project involved only five units. Commissioner Smith believed the new occupants would want to visit the downtown area and perhaps use a trolley system. He thought it was going to be the responsibility of everyone as redevelopment occurred to pay a part of the cost. The applicant agreed to contribute \$1,000.

Mr. Mastriana asked if the Commission would consider allowing the pool on the waterside, which he thought would be more appropriate than at the top of the building. He had proposed that the pool be located at the rear, and it was his understanding that the neighborhood supported the idea. Commissioner Smith understood the neighborhood did not care for encroachments into the side yard but would have no objection to placing the pool in the center of the rear yard. The suggested area was pointed out to the audience on a sketch, and there appeared to be support for the idea.

Ms. Hollar noted that placing the pool in the rear yard would require modification of the setback. She also wondered when the \$1,000 contribution should be collected. It was the consensus of the Commission that it should be collected upon issuance of the building permit. Commissioner Hutchinson preferred the pool on the roof since it would encroach on the setback. Mr. Mastriana did not think it mattered either way.

Commissioner Smith introduced the a written resolution, as amended to provide for a \$1,000 contribution for mass transit, entitled:

RESOLUTION NO. 02-8

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING A SITE PLAN TO CONSTRUCT A MULTI-FAMILY STRUCTURE ON A WATERWAY AND REQUEST FOR YARD MODIFICATIONS, LOCATED AT 516 HENDRICKS ISLE, FORT LAUDERDALE, FLORIDA IN AN RMM-25 ZONING DISTRICT.

Which resolution was read by title only. Roll call showed: YEAS: Commissioners Hutchinson, Katz, Smith, Moore and Mayor Naugle. NAYS: none.

**Street Name Additions – Harbour Inlet Neighborhood ..... (R-2)**

A resolution was presented requesting the following names be added to the existing “numbered streets” in the Harbour Inlet Neighborhood as listed below:

S.E. 18 Street to be known as Mariner Drive (S.E. 18 Street)  
S.E. 19 Street to be known as Manatee Drive (S.E. 19 Street)  
S.E. 20 Street to be known as Anchor Drive (S.E. 20 Street)  
S.E. 21 Street to be known as Inlet Drive (S.E. 21 Street)  
S.E. 21 Avenue to be known as Harbourview Drive (S.E. 21 Avenue)  
S.E. 22 Avenue to be known as Twin Dolphin Lane (S.E. 22 Avenue)  
S.E. 24 Avenue to be known as Admiral’s Way (S.E. 24 Avenue)

Commissioner Moore introduced a written resolution entitled:

RESOLUTION NO. 02-9

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, PROVIDING THAT STREET NAMES ARE ADDED TO CERTAIN ALREADY EXISTING NUMBERED STREETS IN THE HARBOUR INLET NEIGHBORHOOD.

Which resolution was read by title only. Roll call showed: YEAS: Commissioners Hutchinson, Katz, Smith, Moore and Mayor Naugle. NAYS: none.

**Schedule Public Hearing Date –  
Florida Department of Transportation (FDOT) – Lightspeed Development  
of Regional Impact (DRI) Development Order (PZ Case No. 109-R-00[21]) ..... (R-3)**

A resolution was presented scheduling a public hearing for March 5, 2002 (first reading) and March 19, 2002 (second reading) for consideration of the Lightspeed DRI.

Applicant: FDOT  
Request: Schedule public hearing for consideration to adopt DO  
Location: 6000 North Andrews Avenue

Commissioner Hutchinson requested additional information. Ms. Stacey Dahlstrom, Planning & Zoning, explained that this was a proposed development of regional impact on the FDOT Park and Ride Lot at Cypress Creek Road and I-95. She advised that the South Florida Regional Planning Council had found the application sufficient.

Mayor Naugle asked who the developer was, and Ms. Dahlstrom advised the developer was Michael Swerdlow through a lease with the FDOT.

Commissioner Moore introduced a written resolution entitled:

**RESOLUTION NO. 02-10**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT  
LAUDERDALE, FLORIDA, DESIGNATING A DATE AND TIME FOR A PUBLIC  
HEARING TO CONSIDER APPROVAL OF A DEVELOPMENT OF REGIONAL  
IMPACT (DRI) FOR THE LIGHTSPEED BROWARD DEVELOPMENT.**

Which resolution was read by title only. Roll call showed: YEAS: Commissioners Hutchinson, Katz, Smith, Moore and Mayor Naugle. NAYS: none.

**Plat Amendment – “Henderson Mental Health  
Center Plat” – Henderson Mental Health Center, Inc. (PZ Case No. 22-P-00) ..... (R-4)**

A resolution was presented authorizing an amendment to the “Henderson Mental Health Center Plat” approved by the Planning and Zoning Board on April 18, 2001, and City Commission on June 5, 2001.

Applicant: Henderson Mental Health Center, Inc.  
Request: Plat amendment  
Location: 330 S.W. 27 Avenue



Commissioner Moore introduced a written resolution entitled:

RESOLUTION NO. 02-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA APPROVING AN AMENDMENT TO A PLAT KNOWN AS "HENDERSON MENTAL HEALTH CENTER".

Which resolution was read by title only. Roll call showed: YEAS: Commissioners Hutchinson, Katz, Smith, Moore and Mayor Naugle. NAYS: none.

**Changes to Development Order (DO)/PEDD –Lend Lease c/o  
Sylvan Rothschild – Northport/Broward County Convention  
Center Development of Regional Impact (DRI) (PZ Case No. 88-R-89[9])  
(Continued from P. 25)** ..... (PH-2)

**Motion** made by Commissioner Katz and seconded by Commissioner Smith to reconsider Item PH-2. Roll call showed: YEAS: Commissioners Hutchinson, Katz, Smith and Moore. NAYS: Mayor Naugle.

Commissioner Katz said the reason she had voted against the ordinance was because she did not like the idea of delaying second reading to February 26, 2002. She wondered if there was support for the ordinance if second reading was scheduled for February 5, 2002. Commissioner Smith believed the majority of the Commission had wanted to allow the County time to examine its issues before second reading. Commissioner Katz had understood the County wanted 90 days. Commissioner Smith agreed that was true, and a month was a compromise position, which he felt was a reasonable approach.

Commissioner Hutchinson said her vote against the ordinance had nothing to do with the reading schedule for the ordinance. She was not comfortable with this now, but she might be more comfortable whenever the ordinance was presented for second reading once she had received some clarification on the issues.

The City Attorney understood the majority of the Commission wanted to pass this ordinance on first reading, and now everyone had explained so the ordinance could be reintroduced, read and voted upon.

Commissioner Smith introduced the following ordinance on first reading, as amended, with second reading scheduled for February 26, 2002:

ORDINANCE NO. C-02-1

AN ORDINANCE OF THE CITY OF FORT LAUDERDALE, FLORIDA, AMENDING ORDINANCE NO. C-89-9 AS AMENDED BY ORDINANCE NO. C-89-34, ORDINANCE NO. C-90-100, ORDINANCE NO. C-95-40, ORDINANCE NO. C-97-2, ORDINANCE NO. C-97-63, ORDINANCE NO. C-98-25, ORDINANCE NO. C-98-45 AND ORDINANCE NO. C-98-68 OF THE CITY OF FORT LAUDERDALE, FLORIDA, WHICH ORDINANCES AMENDED THE DEVELOPMENT ORDER FOR THE NORTHPORT/BROWARD COUNTY CONVENTION CENTER DEVELOPMENT OF REGIONAL IMPACT ("DRI") LOCATED SOUTH OF S. E. 17<sup>TH</sup> STREET, EAST OF EISENHOWER BOULEVARD AND NORTH OF S. E. 20<sup>TH</sup> STREET, WITHIN THE JURISDICTIONAL BOUNDARIES OF PORT EVERGLADES, IN THE CITY OF FORT LAUDERDALE TO PROVIDE THAT EXISTING RETAIL USE IN THE NORTHPORT LEASEHOLD AREA MAY BE CHANGED TO OFFICE, TO EXTEND THE BUILDOUT DATE FOR THE NORTHPORT LEASEHOLD AREA AND TO CHANGE THE REQUIREMENT FOR THE TRAFFIC STUDY.

Which ordinance was read by title only. Roll call showed: YEAS: Commissioners Katz, Smith and Moore. NAYS: Commissioner Hutchinson and Mayor Naugle.

**Settlement – McCutchen vs. City of Fort Lauderdale ..... (OB)**

**Motion** made by Commissioner Moore and seconded by Commissioner Smith to approve settlement in the McCutchen vs. City of Fort Lauderdale case in the amount of \$450,000.00, inclusive of costs and Attorney's fees. Roll call showed: YEAS: Commissioners Hutchinson, Katz, Smith, Moore, and Mayor Naugle. NAYS: none.

**Opposition to Proposed Bill Limiting Local Government Authority to Regulate the Location, Construction and Operation of Electric Substations ..... (OB)**

A resolution was presented opposing any proposed Bill that would limit local government authority to regulate the location, construction and operation of electric substations.

Commissioner Moore introduced a written resolution entitled:

RESOLUTION NO. 02-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, OPPOSING ANY PROPOSED BILL LIMITING LOCAL GOVERNMENT AUTHORITY TO REGULATE THE LOCATION, CONSTRUCTION AND OPERATION OF ELECTRIC SUBSTATIONS.

Which resolution was read by title only. Roll call showed: YEAS: Commissioners Hutchinson, Katz, Smith, Moore, and Mayor Naugle. NAYS: none.

**Advisory Board Appointments** ..... (OB)

The City Clerk announced the appointees/reappointees who were the subjects of this resolution:

Code Enforcement Board	Rixon Rafter Pat Hale John F. Phillips Gerald Jordan Sam Mitchell, Alternate Sara Horn, Alternate
Economic Development Advisory Board	Bunney Brenneman
Sunrise Intracoastal Neighborhood Security District Board	H. Tom Jones David McNulty Fritz Polatsek Joseph F. Smith, Jr. Ellen Tomlinson Jack Trout Geri Udell

Commissioner Moore introduced a written resolution entitled:

RESOLUTION NO. 02-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT  
LAUDERDALE, FLORIDA, APPOINTING BOARD MEMBERS AS SET FORTH  
IN THE EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF.

Which resolution was read by title only. Roll call showed: YEAS: Commissioners Hutchinson, Katz, Smith, Moore and Mayor Naugle. NAYS: none.

**Land Preservation Board** ..... (OB)

Commissioner Smith reported that the Open Space Projects would be considered at the next Land Preservation Board meeting at 9:30 a.m. on February 7, 2002. He had prepared a report listing how much the cities had requested, and he felt the presence of elected officials was important. He asked the City Clerk to e-mail additional information about the meeting to the Commission. Commissioner Moore suggested some lobbying ahead of time as well.

**Wingate Landfill** ..... (OB)

Commissioner Moore reported that the contractor working on the Wingate Landfill was going through a Chapter 11 reorganization. Although the work was to be completed shortly, this was a concern because there were some subcontractors that could be put out of business if they were not paid. Commissioner Moore wanted the City Commission to stand behind the disadvantaged businesses and use the dollars withheld from the Contractor to ensure the subcontractors were paid for work done.

Commissioner Smith requested a report from staff. Mayor Naugle agreed he wanted to know what exposure the City might have if it paid the subcontractors directly. He asked who had selected the contractor, ITC. Commissioner Moore thought there had been a competitive process, and the City Manager stated that ITC was perhaps the largest remedial contractor in the world. He also advised that in filing for Chapter 11 protection, ITC had submitted documents to the courts seeking to prevent the City from paying any of the subcontractors in advance of the court's bankruptcy ruling. Nevertheless, staff was pursuing the issue and would come back to the Commission with some information once a ruling had been issued in that regard.

Mayor Naugle requested a list of the subcontractors involved and the amounts they were owed. Commissioner Smith also wanted to visit the site, and Commissioner Moore reported there would be a ribbon-cutting ceremony at the end of February planned by the Community Advisory Council.

Commissioner Moore stated that he did not want to see the businesses go under, and he believed the City should just cut them their checks and take on the "big guy." He pointed out that the City had stepped up to the plate in the past when civic associations had encountered difficulties, but this involved employees with families in a poor economy. Commissioner Moore understood the City would have some exposure, but he was very concerned about these small businesses. Commissioner Smith wanted to see a full report.

Mr. Greg Kisela, Assistant City Manager, reported that there were vendors that might not be able to survive until the Commission's next meeting. Although he was not necessarily recommending that the City pay them, it had been paying them directly with the consent of ITC up until bankruptcy had been filed late last week. However, ITC had then put the City on notice that it no longer had that consent, and a motion had been filed with bankruptcy court preventing the owners of various projects from paying subcontractors directly. Mr. Kisela added that these small companies were owed about \$250,000.

Mayor Naugle asked how many companies were involved, and Mr. Kisela believed there were about four companies, including the survey company, the firm that had provided security, and the vendors of top soil, seed, mulch, sod and fencing. He stated that the work was days from completion, and preliminary information indicates that the situation was not clear-cut. Mr. Kisela explained that if the City did pay the subcontractors directly, ITC could make an argument that might result in double payment.

Mayor Naugle pointed out that the Commission had no back-up material tonight. He suggested a special meeting. Commissioner Moore agreed that was the best approach. It was the consensus to hold a Special Meeting within 7 days at the Wingate site.

At 9:55 P.M., Mayor Naugle adjourned the meeting.

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Jim Naugle  
Mayor

ATTEST:

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Lucy Masliah  
City Clerk